EXHIBIT B

FORBEARANCE AGREEMENT

WHEREAS, on October 13, 2016, HarMac Corp. ("HarMac") filed Voluntary Chapter 11 proceedings before the United States Bankruptcy Court for the District of New Jersey, Case No. 16-29568 (VFP); and

WHEREAS, on October 13, 2016, 111 Cherry Street, Inc. filed Voluntary Chapter 11 proceedings before the United States Bankruptcy Court for the District of New Jersey, Case No. 16-29576 (VFP); and

WHEREAS, on October 13, 2016, 301 Third Street, LLC filed Voluntary Chapter 11 proceedings before the United States Bankruptcy Court for the District of New Jersey, Case No. 16-29580 (VFP); and

WHEREAS, on October 13, 2016, Mary Street Housing, LLC filed Voluntary Chapter 11 proceedings before the United States Bankruptcy Court for the District of New Jersey, Case No. 16-29573 (VFP); and

WHEREAS, on October 13, 2016, 137 West 5th Associates, LLC filed Voluntary Chapter 11 proceedings before the United States Bankruptcy Court for the District of New Jersey, Case No. 16-29578 (VFP); and

WHEREAS, prior to the Chapter 11 proceedings, Financial Resources Federal Credit Union (the "FRFCU") provided certain financing to the Debtors; and

WHEREAS, on June 18, 2009, HarMac entered into a note (the "HarMac Note") in the principal amount of $600,000 with Financial Resources Federal Credit Union ("FRFCU"). In connection with the HarMac Note, HarMac granted FRFCU a mortgage lien on the HarMac Property (the "HarMac Mortgage"). Further, HarMac executed an Assignment of Rents and Landlord's Interests in Leases (the "HarMac Assignment of Rents"); and

WEREAS, on September 20, 2010, HarMac, 111 Cherry, 137 West and 19 Edgar St., LLC entered into a Line of Credit Note in the principal amount of $1.5 million with FRFCU (the "LOC"). In connection with the LOC, HarMac, 111 Cherry and 137 West granted FRFCU mortgage liens on their respective properties (each, the "HarMac LOC Mortgage," the "111 Cherry LOC Mortgage, " and the "137 West LOC Mortgage"). HarMac, 111 Cherry and 137 West also entered into assignments of leases and rents; and

WHEREAS, on September 20, 2011, MSH entered into a note (the "MSH Note") in the principal amount of $550,000 with FRFCU. In connection with the MSH Note, MSH granted FRFCU a mortgage lien on the MSH Property (the "MSH Mortgage"). Further, MSH executed an Assignment of Rent's and Landlord's Interests in Leases (the "MSH Assignment of Rents"); and

WHEREAS, on June 22, 2012, 301 3rd entered into a note (the "301 3rd Note") in the principal amount of $187,500 with FRFCU. On November 8, 2012, 301 3rd executed a Restated and Modified Note wherein the principal balance of the 301 3rd Note was increased to $468,750. In connection with the 301 3rd Note, 301 3rd granted FRFCU a mortgage lien on the 301 3rd Property (the "301 3rd Mortgage"). Further, 301 3rd executed an Assignment of Rent's and Landlord's Interests in Leases (the "301 3rd Assignment of Rents")[1]; and

WHEREAS, Joseph Sinisi and Rose Marie Sinisi have guaranteed certain obligations related to the FRFCU loans ("Guarantors"); and

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[1] The properties known as (i) 1429 US-22, Mountainside, New Jersey, (ii) 1163-1165 Mary Street, Elizabeth, New Jersey (iii) 111-113 Cherry Street, Elizabeth, New Jersey, (iv) 137 West 4th Avenue, Roselle, New Jersey and (v) 301 3rd Street, Elizabeth, New Jersey shall hereinafter be referred to as "Properties".

WHEREAS, on June 1, 2015, each of the Debtors defaulted on their obligations to FRFCU under their respective notes and mortgages by failing to make payment when due; and

WHEREAS, on September 4, 2015, FRFCU commenced an action in the Superior Court of New Jersey, Mercer Vicinage, Law Division captioned Financial Resources Federal Credit Union v. Mary Street Housing LLC, et al., Docket No. L-2034-15 (the "Law Division Action"). The Law Division Action sought a judgment on the MSH Note, 301 3rd Note, HarMac Note and the LOC; and

WHEREAS, on September 15, 2015, FRFCU commenced foreclosure actions in the Superior Court of New Jersey, Union Vicinage, Chancery Division captioned Financial Resources Federal Credit Union v. 301 Third Street LLC, Docket No. F-31473-15 (the "301 Foreclosure Action") and Financial Resources Federal Credit Union v. Mary Street Housing LLC, Docket No. F-31476-15 (the "MSH Foreclosure Action"). Through these actions, FRFCU seeks to foreclose on the MSH Mortgage and 301 3rd Mortgage; and

WHEREAS, on December 8, 2015, FRFCU commenced a foreclosure action in the Superior Court of New Jersey, Union Vicinage, Chancery Division captioned Financial Resources Federal Credit Union v. HarMac Corp., et al., Docket No. F-31687-15 (the "HarMac Foreclosure Action"). Through this action, FRFCU sought to foreclose on the HarMac Mortgage, the HarMac LOC Mortgage, the 137 LOC Mortgage and the 111 LOC Cherry Mortgage; and

WHEREAS, on June 10, 2016, an Order Granting Summary Judgment (the "Judgment") was entered in the Law Division Action in favor of FRFCU. Judgment was entered against the Debtors in the following amounts:

DEBTOR	**AMOUNT**
MSH	$576,078.22
HarMac	$555,216.42 $1,599,150.75*
301 3rd	$496,296.76
111 Cherry	$1,599,150.75*
137 West	$1,599,150.75*

*This is one indebtedness under the LOC. On or about June 23, 2016 a closing occurred whereby 19 Edgar Street, LLC was sold to RIBKIB, LLC, a third party buyer. At the closing approximately $277,000 was paid to satisfy part of the $1,599,150.75 debt.

and

WHEREAS, the Judgment was also entered against Joseph Sinisi ("J. Sinisi") individually, in the total amount of $3,518,424.99 and a Judgment against Rose Marie Sinisi ("RM Sinisi") in the total amount of $846,899.12; and

WHEREAS, certain payments have been made on account of the Judgments whereby the remaining balance of the Judgment against J. Sinisi is approximately $2,800,000 and the remaining balance of the Judgment against Rose Marie Sinisi is approximately $555,000; and

WHEREAS, as of August 24, 2016, the balance of the indebtedness was as follows, subject to confirmation:

NAME OF ENTITY	**AMOUNT OF INDEBTEDNESS**
301 Third Street, LLC	$ 508,142.72
HarMac Corp.	$ 566,439.59

HarMac Corp.	$1,329,674.58
Mary Street Housing, LLC	$ 592,116.65

and

WHEREAS, by Order of the Bankruptcy Court entered October 27, 2016, FRFCU granted the Debtor a license to use the rents and other revenues based upon certain terms and conditions which included an expiration on February 1, 2017 unless a Contract for Sale had been entered into; and

WHEREAS, Rose Marie Sinisi owns certain property which shall be sold whereby certain proceeds shall be paid to FRFCU to bring the loans current; and

WHEREAS, on or about November 10, 2015, FRFCU obtained certain third party appraisals of the Properties which reflected a fair market value as of November 10, 2015 as follows:

DESCRIPTION OF PROPERTY	**MARKET VALUATION AS OF NOVEMBER 10, 2015**[2]
1429 Route 22 East, Mountainside, NJ	$765,000
301 3rd Street Elizabeth, NJ	$550,000
111-113 Cherry Street Elizabeth, NJ	$625,000
137 W. Fifth Avenue Roselle, NJ	$1,125,000
1163-1165 Mary Street Elizabeth, NJ	$720,000
TOTAL	**$3,785,000**

and

[2] As used in this Agreement, the amounts below shall be defined as "Appraised Value".

WHEREAS, the parties have agreed that the within Forbearance Agreement is in their collective best interests;

NOW, BE AND HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Recitals. The recitals set forth above be and hereby are incorporated at length as if set forth herein.

2. Controlling Document. The parties agree that upon approval of this Forbearance Agreement, its terms and conditions shall control in all respects and supersede any previous agreements whether written or oral. Unless a provision of the loan agreements is specifically amended or superseded, the existing loan agreements shall continue in full force and effect.

3. Management. The Parties agree that Bulin Associates, Inc. ("A. Bulin") shall remain as Independent Property Manager until FRFCU's debt is paid in full.

4. Real Estate Broker. The Parties agree that Lee & Associates and VRI Homes shall remain as Real Estate Brokers for the Properties.

5. Forbearance Payment. The Parties agree that no later than December 31, 2016, Rose Marie Sinisi shall close title on certain property owned by her individually and known as Block 3.A, Lot 17 and 18 in the Borough of Mountainside, Union County, New Jersey (the "RM Property"). Simultaneously with the closing ("Closing"), the sum of **$664,935.74**[3] shall be paid to FRFCU from the net proceeds thereof ("Forbearance Payment"). In addition to the Forbearance Payment as referenced hereinabove, the following payments shall be made out of the proceeds of sale and shall be reflected on the closing statement:

[3] Late fees of $19,709.44 shall be in abeyance and waived if Debtors satisfy their obligations hereunder.

- The payment of all outstanding liens and encumbrances against the RM Property;
- All counsel fees due Triarsi, Betancourt, Wukovits & Dugan;
- All real estate commissions due;
- All other necessary closing expenses, including an escrow for the New Jersey Bulk Tax, which escrow is to be held by the Buyer's attorney (Wilentz Goldman & Spitzer).

The net proceeds of the sale, including any excess funds from the Bulk Transfer Tax escrow, and after the deductions of the foregoing, shall be deposited in the Trust Account of Triarsi, Betancourt, Wukovits & Dugan in order to satisfy the following obligations, to the extent funds are available, and in the following priority:

- Federal and State income taxes of the Seller accruing as a consequence of the sale of the referenced herein, to wit, 1490-1496 Route 22 West, Mountainside, New Jersey;
- Any outstanding real estate taxes which may be due in connection with properties known and designated as 1429 Route 22 East, Mountainside, NJ and 137 West 5th Avenue, Roselle, NJ. In the event there are insufficient funds to discharge the real estate taxes in full, the balance of the escrow shall be delivered to A. Bulin as agent for FRFCU to be used by A. Bulin to satisfy such outstanding tax obligation;
- Any additional legal fees which may be due the firm of Trenk, DiPasquale, Della Fera & Sodono, P.C.

6. Forbearance Release. The documents annexed hereto as Exhibit "A" shall be executed by FRFCU and provided to Buyer's attorneys for the RM Property which shall be released upon payment of the Forbearance Payment ("Forbearance Releases").

7. Monthly Payment. Beginning on the first day of the next month after the closing, the sum of **$15,962.37** shall be remitted by A. Bulin to FRFCU on a monthly basis ("FRFCU Monthly Debt Service").

8. Interest Payment. Effective upon the RM Property closing, the interest rate shall be reduced to four (4%) percent per annum.

9. Excess Funds. If excess funds are received from the Properties, after payment of (i) all operating expenses; (ii) fees due A. Bulin; (iii) FRFCU Monthly Debt Service; (iv) insurance premiums and real estate taxes including a monthly escrow for quarterly installments and other municipal assessments; (v) U.S. Trustee fees; (vi) repairs and maintenance for the Properties as reasonably determined by A. Bulin; (vii) appropriate escrows; and (ix) related monies, then any excess shall be paid to FRFCU to be applied against the outstanding principal balance(s) of the loan(s).

10. Forbearance Termination Date. The balance of the obligation shall be paid in full by December 31, 2017 ("Forbearance Termination Date"). The Borrower and Guarantors acknowledge and agree that FRFCU shall be under no obligation to further extend the Maturity Date of the loan obligations after the Forbearance Termination Date and during the term of the Forbearance Agreement, the Borrower and Guarantors should undertake all such activities necessary to satisfy the outstanding loan obligations due and owing to FRFCU.

11. Real Estate Taxes and Insurance. During the Forbearance period, Debtors through A. Bulin shall pay all real estate taxes and other municipal assessments on the Properties and shall maintain insurance with FRFCU listed as an additional insured.

12. Plan of Reorganization. FRFCU agrees to vote in favor and support any Plan of Reorganization proposed which provides treatment consistent with this Forbearance Agreement.

13. Forbearance. So long as Debtors are in compliance with the terms of the Forbearance Agreement as set forth herein, FRFCU agrees that it shall not (i) schedule a Sheriff's Sale; (ii) FRFCU execute on the Judgments; and (iii) pursue any other collection activities against the Debtors or the Sinisis individually or collectively.

14. Bankruptcy Court Approval. The execution of this Agreement and implementation of its terms shall be subject to approval by the United States Bankruptcy Court for the District of New Jersey, (Honorable Vincent F. Papalia, U.S.B.J.) no later than December 31, 2016. It the Agreement is not approved and/or the monies paid in accordance herewith, the Agreement shall be of no force and effect and all Parties shall reserve all rights, remedies and defenses

15. Jurisdiction and Governing of Law. This Agreement shall be governed by the laws of the State of New Jersey. All Parties irrevocably consent to the exclusive jurisdiction of the United States Bankruptcy Court for the District of New Jersey, Newark Vicinage as the judicial venue for any action arising from this Agreement.

16. Entire Agreement. This Agreement constitutes the entire agreement by and among the Parties concerning the Settlement. This Agreement shall not be modified or altered except in writing signed by the Parties. This Agreement may not be changed orally. This Agreement is the result of a negotiated settlement and may not be construed as having been prepared by one of the Parties only or against or in favor of any Party.

17. Knowing and Voluntary Nature of Agreement and Right to Counsel. The Parties declare that they have completely read this Agreement, fully understand the terms and contents and freely, voluntarily, and without coercion enter into this Agreement. Further, the Parties agree and acknowledge that they have been advised that they had the right to discuss this

Agreement with an attorney of their own choosing prior to signing it. Guarantors hereby acknowledge that they have not been represented individually by Trenk, DiPasquale, Della Fera & Sodono, P.C.

18. Counterparts. This Agreement may be executed in counterparts, all of which, when taken together, shall constitute one and the same instrument. Facsimile copies of signed signature pages and other electronically transmitted copies thereof shall be considered binding originals.

19. No Waivers. No term or provision hereof will be deemed waived or modified, and no variation of terms or provisions hereof shall be deemed consented to, unless such waiver or consent is in writing signed by all of the Parties. Any delay, waiver or omission by either party to exercise any right or power arising from breach or default of this Agreement by the other party shall not be construed to be a waiver by that Party of any subsequent breach or default.

20. Non-Merger. The Borrower and Guarantors acknowledge and agree that notwithstanding the entry of any final judgment referenced above, or any final judgment in foreclosure to be entered with regard to any of the properties referenced above, the mortgages and assignments of rents maintained by FRFCU shall not merge into said judgments. Additionally, the Borrower and Guarantors acknowledge and agree that interest on each of the outstanding loan obligations shall continue to accrue interest at the rate of four (4%) percent per annum during the term of this Forbearance Agreement. Moreover, the Borrower and Guarantors further acknowledge and agree that the entry of the judgment referenced above and any final judgment in foreclosure shall not terminate or modify FRFCU's ownership of all rents and income generated by each of the above properties.

21. Guarantor Financial Information. Guarantors further acknowledge and agree that within ten (10) days of the complete execution of this Agreement, they shall provide to FRFCU updated and completed Personal Financial Statements along with 2014 and 2015 Federal Income Tax returns for each Borrower and the Guarantors. Both the Personal Financial Statements and tax returns shall be certified to be true and correct by Joseph and Rose Marie Sinisi.

22. Notices. All notices, requests, consents, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be given: (i) by delivery in person or by commercial courier, or (ii) overnight one-day delivery to the address of the party set forth below or such other address as either party may specify in writing in accordance with this section. All notices will be effective upon (a) receipt by the Party to which notice is given, or (b) on the third (3rd) day following mailing, whichever occurs first.

If to **Financial Resources Federal Credit Union**:

Charles Wojtukiewic
Financial Resources Federal Credit Union
520 US-22
Bridgewater, NJ 08807
Email: CWojtukiewicz@finresc.org

With a copy to:

William F. Saldutti, III, Esq.
Saldutti Law Group, LLC
800 Kings Highway N., Suite 300
Cherry Hill, NJ 08034-1511
Fax: (856) 281-3778
Email: wsaldutti@slgcollect.com

If to **HarMac Corp.; 111 Cherry Street, Inc.; 301 Third Street, LLC; Mary Street Housing, LLC and 137 West 5th Associates, LLC**:

c/o Joseph Sinisi
340 Longview Drive
Mountainside, New Jersey 07092

With a copy to:

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera & Sodono, P.C.
347 Mt. Pleasant Avenue, Third Floor
West Orange, New Jersey 07052
Fax: (973) 243-8677
Email: rtrenk@trenklawfirm.com

[signatures on next page]

FINANCIAL RESOURCES FEDERAL CREDIT UNION

By: ______________________________

Dated: ______________________________

HARMAC CORP.

By: ______________________________
Joseph Sinisi

Dated: ______________________________

111 CHERRY STREET, INC.

By: ______________________________
Joseph Sinisi

Dated: ______________________________

301 3RD STREET, LLC

By: ______________________________
Joseph Sinisi

Dated: ______________________________

MARY STREET HOUSING, LLC

By: ______________________________
Joseph Sinisi

Dated: ______________________________

137 WEST 5TH ASSOCIATES, LLC

By: ______________________________
Joseph Sinisi

Dated: ______________________________

____
JOSEPH SINISI
Guarantor, Individually

Dated: ______________________________

____
ROSE MARIE SINISI
Guarantor, Individually

Dated: ______________________________

4812-6446-7773, v. 10

EXHIBIT "A"

RELEASE OF PROPERTY FROM JUDGMENT LIEN

FINANCIAL RESOURCES FEDERAL CREDIT UNION
c/o Saldutti Law Group
800 N. Kings Highway, Suite 300
Cherry Hill, NJ 08034

Creditor

and

JOSEPH SINISI
340 Longview Drive
Mountainside, New Jersey 07092

Debtor

TO THE CLERK OF UNION COUNTY

Creditor hereby directs you to discharge and/or release of record the following property, from Judgment Lien #J-110846-2016 ("Judgment"), filed and/or entered by Financial Resources Federal Credit Union on June 30, 2016:

A. Date of filing of Lien: June 30, 2016

B. Filed in the Superior Court of New Jersey,
Docket #L-002034-15;
Judgment #J-110846-2016

C. Name of record owner: Rose Marie Sinisi

D. Name of Purchaser: HBR, LLC or its assigns ("Purchaser")

E. The property being partially released from Judgment #J-110846-2016 is described as: Block 3.A, Lots 17 and 18 as shown on the Borough of Mountainside Tax Map, Union County, New Jersey (the "Property"). The Property includes the land, all buildings that are located on the land, all fixtures and any other ancillary or appurtenant rights that Creditor may otherwise have in and to the Property. The legal description of the Property is attached hereto as Schedule "A".

F. Creditor has agreed to enter into this release as partial consideration for Debtor's payment of certain mortgage arrearages in the amount of which payment reduced the judgment referenced here and above. Creditor hereby acknowledges and agrees that upon execution of this release, the Judgment shall not constitute a lien against the Property. Creditor shall have no claim against the Property, the Purchaser or anyone who succeeds to Purchaser's rights. This release is binding upon Creditor and all who succeed to Creditor's rights as holder of the Judgment.

The Judgment shall be unaffected as to any other property not subject to this Release. The Judgment shall survive the recording of this Release

IN WITNESS WHEREOF, the said FINANCIAL RESOURCES FEDERAL CREDIT UNION has signed this Partial Release of Property from Judgment Lien on December ____, 2016.

Witness

FINANCIAL RESOURCES FEDERAL CREDIT UNION

____

By: ____________________
Name: ____________________
Title: ____________________

STATE OF NEW JERSEY
SS.
COUNTY OF ____________

BE IT REMEMBERED that on this ____ day of ________________, before me the subscriber personally appeared _____________, an (officer) of Financial Resources Federal Credit Union, who being by me duly sworn and having made proof to my satisfaction that he/she is the person authorized to sign this Release of Property from Judgment Lien, and who signed the within document as it's own and willing act for the purposes therein intended.

____
Notary Public

Schedule A

Legal Description of Property

Schedule A

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Mountainside, County of Union, State of New Jersey.

TRACT I - TAX LOT 18 BLOCK 3.A

BEGINNING at a point in the Northerly sideline of New Jersey State Highway Route 22 (formerly Route 29), said point being the point of tangency designated as Station 580+99.76 on map entitled "General Property Parcel Map Blue Start Drive Section I Route 29, from Chapel Island, Mountainside to North Drive, North Plainfield", dated April 1948, said map being on file in the New Jersey State Highway Department, and running; thence

1) Along said Northerly sideline of Route 22, South 78°58'30" West, a distance of 300.24 feet to a point, said point being designated as Station 584+00 on the aforementioned "General Property Parcel Map"; thence
2) Leaving said Route 22, North 11°01'30" West, a distance of 100.00 feet to a point; thence
3) South 78°58'30" West, a distance of 142.28 feet to a point; thence
4) North 13°18'30" West, a distance of 240.30 feet to a point; thence
5) North 62°31'56" East, a distance of 390.90 feet to a point; thence
6) South 54°21'23" East, a distance of 459.60 feet to a point; thence
7) On a curve to the right in a Westerly direction having a radius of 1,734.08 feet, a distance along the arc of 238.96 feet to a point of tangency; thence
8) South 78°58'30" West, a distance of 35.24 feet to a point; thence
9) South 30°26'15" East, a distance of 106.03 feet to the point and place of BEGINNING.

TRACT II - TAX LOT 17 BLOCK 3.A

BEGINNING at a point being the northwest corner of the land conveyed to the State of New Jersey by deed dated October 17, 1954 and recorded October 26, 1954 in Book 2151 page 571 and the southwest corner of the tract being described herein and being the southeast corner of Lot 16 in Block 3A of The Borough of Mountainside Tax Map and thence running

1. **North 12°21'00" East 221.30 feet to a point, thence**
2. **North 62°56'30" East 97.69 feet to a point, thence**
3. **South 13°18'30" East 238.43 feet to a point being the northeast corner of the land conveyed to the State of New Jersey, thence**
4. **South 78°58'30" West 98.50 feet to the point and place of BEGINNING.**

Commonly known as: 1490 Route 22, Mountainside, New Jersey 07092

IN COMPLIANCE with Chapter 157, Laws of 1977, premises herein are Block 3.A Lots 18 , Block 3.A Lot 17, on the tax map of the above municipality.

Saldutti Law Group
800 N. Kings Highway, Suite 300
Cherry Hill, NJ 08034
T: 856-779-0300
Attorney(s) for Plaintiff

FINANCIAL RESOURCES FEDERAL CREDIT UNION Plaintiff(s) v. JOSEPH F. SINISI, JR. et al. Defendant(s).	SUPERIOR COURT OF NEW JERSEY MERCER COUNTY CIVIL DIVISION Docket No. L002034-15 Civil Action RELEASE OF PROPERTY FROM JUDGMENT

To the Clerk of the above named Court:

Whereas Judgment was entered in the above entitled action in favor of Financial Resources Federal Credit Union against Joseph F. Sinisi, Jr. by the record thereof in Judgment Docket No. J-110846-2016

Now Therefore this is your warrant and authority to enter on the aforesaid record, this release of the lien of such judgment from the property whose legal description appears on the attached Schedule A.

Financial Resources Federal Credit Union

Dated: December ___, 2016 By:______________________________

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.

Dated: December ___, 2016 By:______________________________